

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

CONFEDERACION HIPICA DE PUERTO RICO,
INC.; CAMARERO RACETRACK CORP.,

Plaintiff(s),

v.

CONFEDERACION DE JINETES
PUERTORRIQUENOS, INC.; ASOCIACION DE
JINETES DE PUERTO RICO, INC.; et als.,

Defendant(s).

Civil No. 16-2256 (DRD)

JUDGMENT

Based upon plaintiff **CONFEDERACION HIPICA DE PUERTO RICO**'s ("CHPR"), and defendant **ASOCIACION DE JINETES DE PUERTO RICO, INC.**'s ("Asociacion"), *Joint Settlement Stipulation and Consent Order* filed on May 18, 2017 under Docket No. 182, and the *Order* entered on May 19, 2015, Docket No. 187, the Court accepts the voluntary dismissal without prejudice requested by CHPR and Asociacion; approves the *Joint Settlement Stipulation and Consent Order*, and dismiss without prejudice the instant action against them, pursuant to the terms and conditions of the *Joint Settlement Stipulation and Consent Order*.

The Court incorporates all the terms and conditions of the *Joint Settlement Stipulation and Consent Order*, however, emphasizes on the following:

"In consideration for the Asociacion 's not to oppose the issuance of the preliminary and permanent injunction, CHPR agrees not to seek attorneys' fees, costs and expenses incurred in this case and to dismiss without prejudice its damages' claim filed in this action against the Asociacion and only the jockeys that were members of the Asociacion at the time they held the boycott, below identified as signatories to this *Joint Settlement Stipulation Agreement and Consent Order*." See Docket No. 182, page 4.

"However, in the event that the Asociacion or any of the below identified members in their personal capacity, breach this Agreement with CHPR, within the next four (4) years, CHPR will be entitled to file a

separate damages' action in regards to the forced cancellation of thoroughbred horse racing activity at the Camarero Racetrack for June 30, 2016, July 1, 2016 and July 2, 2016. CHPR will also be entitled to file a damages action against the breaching party or parties, for the damages suffered because of said breach, including treble damages. The breaching defendants to this Agreement waive any statute of limitations defense that may be applicable in regards to actions referred in this paragraph." *See* Docket No. 182, page 4.

"Defendant Asociacion and the jockeys that were members of Asociacion at the time they held the boycott, further waive and relinquish any claims against Plaintiff CHPR that could have been presented in this action, independently of whether they were asserted or not." *Id.*

"This Court will retain jurisdiction for purposes of enforcement of this *Joint Stipulation and Consent Order*." *Id.* at page 5.

In view of the above, this case is dismissed without prejudice only as to plaintiff Confederacion Hipica de Puerto Rico, Inc. and defendant Asociacion de Jinetes de Puerto Rico, Inc.

This case is now closed as to plaintiff Confederacion Hipica de Puerto Rico, Inc. and defendant Asociacion de Jinetes de Puerto Rico, Inc.

The Court, however, will retain jurisdiction until this case is finalized or otherwise provided, for plaintiffs' action is still pending as to defendant Confederacion de Jinetes Puertorriquenos, Inc.

IT IS SO ORDERED, ADJUDGED AND DECREED.

In San Juan, Puerto Rico, this 19th day of May, 2017.

s/Daniel R. Domínguez
DANIEL R. DOMINGUEZ
United States District Judge